

STATE OF WISCONSIN  
BEFORE THE REAL ESTATE BOARD

FILE COPY

IN THE MATTER OF THE DISCIPLINARY  
PROCEEDINGS AGAINST

BILL B. FRASER,  
RESPONDENT

FINAL DECISION AND ORDER  
96 REB 186

LS 9708285 REB

The parties to this action for the purposes of section 227.53 of the Wisconsin statutes are:

Bill B. Fraser  
732 Chestnut Crest  
Cottage Grove, WI 53527

Real Estate Board  
P.O. Box 8935  
Madison, WI 53708-8935

Department of Regulation and Licensing  
Division of Enforcement  
P.O. Box 8935  
Madison, WI 53708-8935

The parties in this matter agree to the terms and conditions of the attached Stipulation as the final decision of this matter, subject to the approval of the Board. The Board has reviewed this Stipulation and considers it acceptable.

Accordingly, the Board in this matter adopts the attached Stipulation and makes the following:

FINDINGS OF FACT

1. Bill B. Fraser (D.O.B. 10/11/52) is duly licensed as a real estate broker in the state of Wisconsin (license # 39924). This license was first granted on 08/02/93.
2. Respondent's most recent address on file with the Wisconsin Real Estate Board is 732 Chestnut Crest, Cottage Grove, WI 53527.
3. At all times relevant to this investigation, Respondent was working as a real estate broker at #1 Realty Inc., 2601 Crossroads Drive, Madison, Wisconsin.
4. On September 4, 1995, the Respondent wrote an offer to purchase on behalf of Jeffrey and Gloria McCord for lot 52, Arrowwood Hills, Cottage Grove, Wisconsin. A true and correct copy of this contract is attached to this document as Exhibit A. Exhibit A is incorporated by reference into this document.
5. As drafted, addendum F to Exhibit A:

- a. failed to clearly state terms of the financing contingency [Not specified: the dollar amount of loan; the term (years) of the loan; maximum dollar amount of monthly payment; items included in monthly payment; whether a prepayment premium is acceptable; and a maximum loan fee (as percentage of loan)];
  - b. failed to specify the location of the sample house for the proposed construction [no city or state indicated];
  - c. failed to specify the location of "Lot 52" [no city or state indicated];
  - d. failed to specify the completion date for the purchase of Lot 52;
  - e. failed to specify the location of the buyer's house [no city or state indicated]; and
  - f. failed to specify a completion date for sale of the buyers' house.
6. Respondent failed to provide the buyers with an agency disclosure form, as required by Wisconsin Administrative Code § RL 24.07(8)
7. In resolution of this matter, Mr. Fraser consents to the following Conclusions of Law and Order.

#### CONCLUSIONS OF LAW

1. The Wisconsin Real Estate Board has jurisdiction over this matter, pursuant to sec. 440.26, Stats.
2. The Wisconsin Real Estate Board is authorized to enter into the attached stipulation, pursuant to sec. 227.44(5), Stats.
3. The conduct described above constitutes a basis for discipline under sec. 452.14(3)(i), Stats.

#### ORDER

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Bill B. Fraser shall SURRENDER his Wisconsin license to practice as a Real Estate Broker in the State of Wisconsin (license #39924). Mr. Fraser shall immediately return all indicia of Wisconsin licensure to the Board. This Order shall become effective upon the date of its signing.

REAL ESTATE BOARD

By: 

On behalf of the Board

Date 8/28/97

WISCONSIN REAL ESTATE BOARD

STATE OF WISCONSIN  
BEFORE THE REAL ESTATE BOARD

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IN THE MATTER OF	:	
DISCIPLINARY PROCEEDINGS AGAINST	:	STIPULATION
BILL B. FRASER,	:	96 REB 186
RESPONDENT	:	

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It is hereby stipulated between Bill B. Fraser, personally on his own behalf and Steven M. Gloe, Attorney for the Department of Regulation and Licensing, Division of Enforcement, as follows that:

1. This Stipulation is entered into as a result of a pending investigation of Mr. Fraser's licensure by the Division of Enforcement (96 REB 186). Mr. Fraser consents to the resolution of this investigation by stipulation and without the issuance of a formal complaint.

2. Mr. Fraser understands that by the signing of this Stipulation he voluntarily and knowingly waives his rights, including: the right to a hearing on the allegations against him, at which time the state has the burden of proving those allegations by a preponderance of the evidence; the right to confront and cross-examine the witnesses against him; the right to call witnesses on his behalf and to compel their attendance by subpoena; the right to testify himself; the right to file objections to any proposed decision and to present briefs or oral arguments to the officials who are to render the final decision; the right to petition for rehearing; and all other applicable rights afforded to him under the United States Constitution, the Wisconsin Constitution, the Wisconsin Statutes, and the Wisconsin Administrative Code.

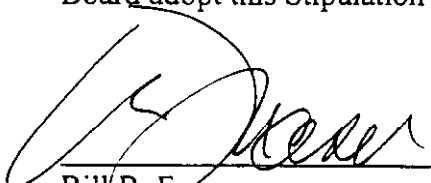
3. Mr. Fraser is aware of his right to seek legal representation and has obtained legal advice prior to signing this stipulation.

4. Mr. Fraser agrees to the adoption of the attached Final Decision and Order by the Real Estate Board. The parties to the Stipulation consent to the entry of the attached Final Decision and Order without further notice, pleading, appearance or consent of the parties. Respondent waives all rights to any appeal of the Board's order, if adopted in the form as attached.

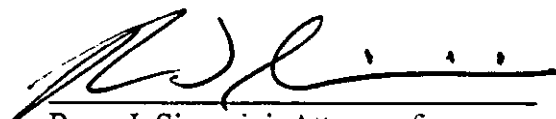
5. If the terms of this Stipulation are not acceptable to the Board, the parties shall not be bound by the contents of this Stipulation, and the matter shall be returned to the Division of Enforcement for further proceedings. In the event that this Stipulation is not accepted by the Board, the parties agree not to contend that the Board has been prejudiced or biased in any manner by the consideration of this attempted resolution.

6. The parties to this stipulation agree that member of the Board assigned to this case as an advisor and the attorney for the Division of Enforcement may appear before the final decision maker in these proceedings for the purposes of speaking in support of this agreement and answering questions that the final decision maker may have in connection with his or his deliberations on the stipulation.

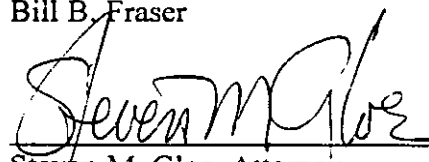
7. The Division of Enforcement joins Mr. Fraser in recommending the Real Estate Board adopt this Stipulation and issue the attached Final Decision and Order.

  
\_\_\_\_\_  
Bill B. Fraser

8/25/97  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Reno J. Simonini, Attorney for  
Bill B. Fraser

8/26/97  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Steven M. Gloe, Attorney  
Division of Enforcement

8.28.97  
\_\_\_\_\_  
Date

**..d-11 RESIDENTIAL OFFER TO PURCHASE**

*Handwritten initials: HLG*

1 THE BROKER DRAFTING THIS OFFER ON September 4, 1995 (DATE) IS THE AGENT OF (SELLER) (BUYER) **STRIKE AS APPLICABLE**

**GENERAL PROVISIONS**

2 The Buyer, Gloria and Jeff McCord  
3 offers to purchase the Property known as (Street Address) 229 Dentaria Drive  
4 In the Village of Cottage Grove, County of Dane, Wisconsin  
5 (Additional description, if any): \_\_\_\_\_  
6 \_\_\_\_\_ on the following terms  
7 ☒ **PURCHASE PRICE** One hundred forty thousand  
8 \_\_\_\_\_ Dollars (\$ 140,000.00)  
9 ☒ **EARNEST MONEY** 1,000.00 in the form of personal check ~~accompanies this Offer and earnest~~  
10 ~~money is~~ ACCOMPLISHED in the form of THIS OFFER will be paid within three (3) days of acceptance.  
11 ☒ **THE BALANCE OF THE PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below  
12 ☒ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of  
13 encumbrances, all fixtures, as defined at lines 184 to 202 and as may be on the Property on the date of this Offer, unless excluded at lines  
14 16-17, and the following additional items: \_\_\_\_\_  
15 \_\_\_\_\_  
16 ☒ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** \_\_\_\_\_  
17 \_\_\_\_\_  
18 ☒ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice or  
19 knowledge of conditions affecting the Property or transaction (as defined at lines 168 to 188) other than those identified in Seller's Real  
20 Estate Condition Report dated N/A which was received by Buyer prior to Buyer signing this Offer  
21 **COMPLETE DATE OR STRIKE AS APPLICABLE** and new construction-not required  
22 \_\_\_\_\_  
23 ☒ **TIME IS OF THE ESSENCE** as to: (1) Earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing  
24 **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: no exceptions

**OPTIONAL PROVISIONS AND ADDENDA**

25 See lines 225 to 270 for optional provisions including contingencies. See line 271 to determine if  
26 addenda, riders or other documents have been made a part of this Offer.

**ADDITIONAL PROVISIONS**

27 \_\_\_\_\_  
28 \_\_\_\_\_  
29 \_\_\_\_\_

**ACCEPTANCE, DELIVERY AND RELATED PROVISIONS**

30 ☒ **BINDING ACCEPTANCE:** This Offer is binding upon both parties only if a copy of the accepted Offer is delivered to Buyer on or  
31 before September 4, 1995. **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**  
32 ☒ **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES:** Unless otherwise stated in this Offer, delivery of documents and written  
33 notices to a party shall be effective only when accomplished in any of the following ways:  
34 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or a commercial delivery system addressed to the  
35 party at: Buyer: 1 Dinauer Ct, Madison, WI 53716  
36 Seller: Bill Fraser Construction LLC, 2601 Crossroads Dr, Madison, WI  
37 (2) By giving the document or written notice personally to the party;  
38 (3) By electronically transmitting the document or written notice to the following telephone number:  
39 Buyer: ( 608 ) 244-8382 Seller: ( 608 ) 244-8382  
40

**OCCUPANCY AND RELATED PROVISIONS**

41 ☒ **OCCUPANCY** of home and premises shall be given to Buyer  
42 at time of closing unless otherwise provided in this Offer (lines 252 through 255). At time of Buyer's occupancy, Property shall be free of all  
43 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.  
44 ☒ **LEASED PROPERTY:** If Property is currently leased and leases extend beyond closing, Seller shall assign Seller's rights under said  
45 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE**  
46 lease(s), if any, are N/A new construction home  
47 ☒ **RENTAL WEATHERIZATION:** This transaction (is) ~~(is not)~~ **STRIKE ONE** exempt from State of Wisconsin Rental Weatherization Standards  
48 (ILHR 67, Wisconsin Administrative Code). If not exempt, (Buyer) (Seller) **STRIKE ONE** will be responsible for compliance, including all costs.  
49

**CLOSING AND RELATED PROVISIONS**

50 ☒ **CLOSING:** This transaction is to be closed at the place designated by Buyer's mortgagee or Badger Abstract & Title  
51 no later than January 15, 19 96 unless another date or place is agreed to in writing  
52 ☒ **CLOSING PRORATIONS:** The following items shall be prorated at closing: real estate taxes, rents, water and sewer use charges,  
53 garbage pick-up and other private and municipal charges, property owner's association assessments, fuel and none other  
54 Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing  
55 Net general real estate taxes shall be prorated based on ~~(the net general real estate taxes for the current year, if known, otherwise on the~~  
56 ~~net general real estate taxes for the preceding year)~~ (latest known assessment X latest known mill rate  
57 ) **STRIKE AND COMPLETE AS APPLICABLE** **CAUTION: If Property has not been fully assessed for**  
58 **tax purposes (for example, new construction, remodeling or completed/pending reassessment) or if proration on the basis of net general**  
59 **real estate taxes is not acceptable (for example, changing mill rate, lottery credits), insert estimated annual tax or other basis for proration.**  
60 ☒ **SPECIAL ASSESSMENTS:** Special assessments, if any, for work on site actually commenced or levied prior to date of this Offer shall be  
61 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement if area**  
62 **assessments or property owner's association assessments are contemplated.**  
63 ☒ **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title by Seller's choice of: (1) an abstract of title or (2) an owner's policy of  
64 title insurance **STRIKE AS APPLICABLE** as further described at lines 147 to 161  
65 ☒ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other  
66 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
67 entered under them, recorded easements for the distribution of \_\_\_\_\_ services, recorded building and use restrictions and  
68 covenants, general taxes levied in the year of clos none other  
69 (provided none of the foregoing prohibit present u  
70 Seller further agrees to complete and execute the s merchantable title for purposes of this transaction  
71 e conveyance. **WARNING: Municipal and zoning**

*Handwritten: EX. A*

OPTIONAL PROVISIONS: THE PROVISIONS ON LINES 225 THROUGH 271 ARE A PART OF THIS OFFER IF MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

225 ☒ FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain, within \_\_\_\_\_ days of acceptance  
226 of this Offer, a INSERT LOAN PROGRAM (fixed) (adjustable) ~~STRIKE ONE~~ rate first mortgage loan  
227 commitment, in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less  
228 than \_\_\_\_\_ years. If the purchase price under this Offer is modified, the loan amount, unless otherwise provided, shall be adjusted to  
229 the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the  
230 term and amortization stated above.

231 IF FINANCING IS FIXED RATE the annual rate of interest shall not exceed \_\_\_\_\_ % and monthly payments of principal and  
232 interest shall not exceed \$ \_\_\_\_\_.

233 IF FINANCING IS ADJUSTABLE RATE the initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate shall be  
234 fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per year. The maximum  
235 interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Initial monthly payments of principal and interest shall not exceed  
236 \$ \_\_\_\_\_. Monthly payments of principal and interest may be adjusted to reflect interest changes.

237 MONTHLY PAYMENTS MAY ALSO INCLUDE 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and  
238 private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee in an amount  
239 not to exceed \_\_\_\_\_ % of the loan. [Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's  
240 other closing costs.] SEE LINES 207 TO 221 FOR ADDITIONAL FINANCING PROVISIONS.

241 ☒ SALE OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the sale and closing of Buyer's property  
242 located at \_\_\_\_\_, no later than \_\_\_\_\_. Seller may keep Seller's  
243 Property on the market for sale and accept secondary offers. If Seller accepts a bona fide secondary offer, Seller may give written notice to  
244 the Buyer of acceptance. If Buyer does not deliver a written waiver of this contingency and  
245 \_\_\_\_\_

246 ☒ WAIVER OF ADDITIONAL CONTINGENCIES within \_\_\_\_\_ hours of Buyer's actual receipt of said notice, this Offer shall be null and void.

247 ☒ SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written  
248 notice to Buyer that this Offer is primary. Seller agrees to deliver said notice to Buyer promptly upon Seller's receipt of evidence satisfactory  
249 to Seller that the prior offer is null and void. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller  
250 prior to delivery of Seller's notice that this Offer is primary. Buyer may give notice of withdrawal no earlier than \_\_\_\_\_ hours from  
251 acceptance of this Offer. Offer deadlines measured from acceptance shall be measured from the time this Offer becomes primary.

252 ☒ OCCUPANCY AFTER CLOSING: Occupancy of \_\_\_\_\_  
253 shall be given to Buyer on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. At closing, Seller shall prepay an occupancy charge of \$ \_\_\_\_\_ per day  
254 or partial day of post-closing occupancy, the unearned portion (shall) (shall not) ~~STRIKE ONE~~ be refundable based on actual occupancy.  
255 CAUTION: Consider a special agreement regarding occupancy escrow, insurance, utilities, maintenance, keys, etc. if appropriate.

256 ☒ INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector conducting an inspection of  
257 the Property/lor \_\_\_\_\_ which discloses  
258 no defects as defined below. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to  
259 Seller a copy of the inspector's written inspection report and a written notice listing the defects identified in the inspection report to which  
260 Buyer objects. Buyer agrees to deliver a copy of the report and notice to Listing Broker, if Property is listed, upon delivery to Seller  
261 ☒ RIGHT TO CURE: Seller (shall) (shall not) ~~STRIKE ONE~~ have a right to cure the defects. If Seller has right to cure, Seller may satisfy  
262 this contingency by: (1) delivering a written notice of Seller's election to cure defects within 10 days of receipt of Buyer's notice, and (2)  
263 curing the defects in a good and workmanlike manner and delivering to Buyer a written report detailing the work done no later than 3 days  
264 prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the above notice and report and: (1) Seller has a right to  
265 cure but does not timely deliver the notice of election to cure; or (2) Seller does not have a right to cure.

266 ☒ "DEFECT" DEFINED: For the purposes of this contingency, a defect is defined as a structural, mechanical or other condition that would  
267 have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the  
268 Property; or that if not repaired, removed or replaced would significantly shorten or have a significant adverse effect on the expected  
269 normal life of the Property. Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had  
270 actual knowledge or written notice before signing this Offer.

271 ☒ OTHER: The attached Addendum F is/are made part of this Offer.

272 IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS  
273 DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE  
274 PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW  
275 TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

276 This Offer was drafted on Sept. 4, 1995 [date] by [Licensee and firm] Bill Fraser, Number 1 Realty, Inc

277 ☒ Jeffery D. McCord JEFFERY D. McCORD 393-56-2813 9-5-95  
278 (Buyer's Signature) Print Name here: (Social Security No.) (Date)

279 ☒ Gloria J. McCord 397628283 9-5-95  
280 (Buyer's Signature) Print Name here: (Social Security No.) (Date)

281 EARNEST MONEY RECEIPT Buyer acknowledges receipt of earnest money as per line 9 of the above Offer

282 Bill Fraser Broker (By)  
283 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING  
284 AND THE CONVEYANCE OF THE PROPERTY. THE UNDERSIGNED HEREBY AGREES TO CONVEY THE ABOVE-MENTIONED PROPERTY  
285 ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

286 ☒ Bill Fraser 39-1799863 9/5/95  
287 (Seller's Signature) Print Name here: (Social Security No.) (Date)

288 (X)  
289 (Seller's Signature) Print Name here: (Social Security No.) (Date)

290 This Offer was presented to Seller by BILL FRASER on SEPT 5, 1995, at 530 a.m.(p.m.)

291 THIS OFFER IS REJECTED \_\_\_\_\_ THIS OFFER IS COUNTERED [See attached counter] \_\_\_\_\_  
292 (Seller's Initials) (Date) (Seller's Initials) (Date)

(X e)

ADDENDUM F to Offer to Purchase dated September 4, 1995 and signed by Gloria and Jeff McCord for the property at 229 Dentaria Dr, Cottage Grove, WI

Home to be of similar quality and workmanship as 216 Yarrow Hill Drive.

Buyer to approve plans and building contract within 15 days of acceptance of this Offer or this Offer to Purchase is null and void and all earnest money will be returned to Buyer.

This Offer is contingent upon sale of Buyer's home situated on 1 Dinauer Court.

This Offer is contingent upon Buyer obtaining a commitment letter for a fixed rate construction loan with interest not to exceed 7% within 30 days of acceptance of this Offer.

This Offer is contingent upon Seller closing on lot #52 Arrowwood Hills.

Sale price includes a \$500.00 non-refundable deposit for building plan preparations.

Buyers are aware Bill Fraser is a licensed Realtor.

[Signature]  
Seller

9/5/95  
date

[Signature]  
Buyer

9-5-95  
date

[Signature]  
Buyer

9-5-95  
date

STATE OF WISCONSIN  
DEPARTMENT OF REGULATION AND LICENSING  
BEFORE THE REAL ESTATE BOARD

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In the Matter of the Disciplinary Proceedings Against

Bill B. Fraser,

AFFIDAVIT OF MAILING

Respondent.

---


STATE OF WISCONSIN    )  
                                  )  
COUNTY OF DANE        )

I, Kate Rotenberg, having been duly sworn on oath, state the following to be true and correct based on my personal knowledge:

1. I am employed by the Wisconsin Department of Regulation and Licensing.

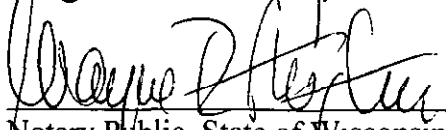
2. On September 3, 1997, I served the Final Decision and Order dated August 28, 1997, LS9708285REB, upon the Respondent Bill B. Fraser's attorney by enclosing a true and accurate copy of the above-described document in an envelope properly stamped and addressed to the above-named Respondent's attorney and placing the envelope in the State of Wisconsin mail system to be mailed by the United States Post Office by certified mail. The certified mail receipt number on the envelope is P 221 158 407.

Reno J. Simonini, Attorney  
900 John Nolen Drive, Suite 130  
Madison WI 53713

  
\_\_\_\_\_  
Kate Rotenberg  
Department of Regulation and Licensing  
Office of Legal Counsel

Subscribed and sworn to before me

this 3rd day of September, 1997.

  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission is permanent.

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## NOTICE OF APPEAL INFORMATION

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Notice Of Rights For Rehearing Or Judicial Review. The Times Allowed For Each. And The Identification Of The Party To Be Named As Respondent.

Serve Petition for Rehearing or Judicial Review on:

STATE OF WISCONSIN REAL ESTATE BOARD

1400 East Washington Avenue

P.O. Box 8935

Madison, WI 53708.

The Date of Mailing this Decision is:

September 3, 1997

### 1. REHEARING

Any person aggrieved by this order may file a written petition for rehearing within 20 days after service of this order, as provided in sec. 227.49 of the *Wisconsin Statutes*, a copy of which is reprinted on side two of this sheet. The 20 day period commences the day of personal service or mailing of this decision. (The date of mailing this decision is shown above.)

A petition for rehearing should name as respondent and be filed with the party identified in the box above.

A petition for rehearing is not a prerequisite for appeal or review.

### 2. JUDICIAL REVIEW.

Any person aggrieved by this decision may petition for judicial review as specified in sec. 227.53, *Wisconsin Statutes* a copy of which is reprinted on side two of this sheet. By law, a petition for review must be filed in circuit court and should name as the respondent the party listed in the box above. A copy of the petition for judicial review should be served upon the party listed in the box above.

A petition must be filed within 30 days after service of this decision if there is no petition for rehearing, or within 30 days after service of the order finally disposing of a petition for rehearing, or within 30 days after the final disposition by operation of law of any petition for rehearing.

The 30-day period for serving and filing a petition commences on the day after personal service or mailing of the decision by the agency, or the day after the final disposition by operation of the law of any petition for rehearing. (The date of mailing this decision is shown above.)